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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-23-10423-mkn

Chapter 11

**DECLARATION OF DANIEL AYALA
IN SUPPORT OF DEBTOR'S MOTION
FOR ORDER (A) APPROVING THE SALE
OF CERTAIN OF DEBTOR'S ASSETS TO
POWERCOIN, LLC, FREE AND CLEAR
OF LIENS CLAIMS, ENCUMBRANCES,
AND OTHER INTERESTS; AND (B)
GRANTING RELATED RELIEF**

Hearing Date: August 29, 2023

Hearing Time: 9:30 a.m.

I, Daniel Ayala, declare as follows:

1. I am the Independent Director of Cash Cloud, Inc. dba Coin Cloud ("Debtor"), debtor and debtor in possession in the above-captioned case (the "Chapter 11 Case").

2. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

3. I make this Declaration in support of Debtor's *Motion for Order (A) Approving the Sale of Certain of Debtor's Assets to PowerCoin, LLC, Free and Clear of Liens Claims, Encumbrances, and Other Interests; and (B) Granting Related Relief* (the "Motion")¹.

4. Debtor seeks authority to sell the Equipment to Purchaser free and clear of all liens, claims, encumbrances and other interests, for a cash purchase price of \$10,000.00 (the "Purchase Price").

5. Purchaser paid Debtor the Purchase Price of \$10,000.00 for the Equipment identified on Exhibit 1 attached hereto. *See* Exhibit 1.

6. Debtor must close the Sale as soon as possible, in order to retain Purchaser as a buyer. Debtor believes that the Purchase Price represents the highest and best offer for the Equipment and fears that a failure to close the Sale and ensuing re-marketing will result in a significant loss for the estate.

7. The Debtor has determined that the Sale of the Assets by private sale will enable it to obtain the highest or otherwise best offer for these assets (thereby maximizing the value of the estate) and is in the best interests of the Debtor's creditors. The Debtor has determined in its business judgment that a sale of the Equipment through a private sale is the best way to maximize the value of the Equipment.

8. Purchaser is unrelated to Debtor and the Purchase Contract is the result of an arms-length negotiations, Debtor submits that Purchaser is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code.

9. While the proposed timing of the Sale was expedited, it is critical in order not to lose Purchaser, as buyer, and its willingness to pay the Purchase Price, and remove the Equipment from Debtor's office space at the Purchaser's sole cost.

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¹ Capitalized terms herein shall have the meanings ascribed to them in the Motion.

1 I declare, under penalty of perjury of the laws of the United States of America, that the
2 foregoing statements are true and correct to the best of my knowledge, information and belief.

3 Executed this 1st day of August 2023.

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5 /s/Daniel Ayala

6 Daniel Ayala
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EXHIBIT 1

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FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Bill of Sale

This Bill of Sale, dated as of July 25, 2023 (this “**Bill of Sale**”), is made by Cash Cloud, Inc., a Nevada corporation (“**Seller**”), in favor of PowerCoin, LLC, a Pennsylvania Limited Liability Company (“**Buyer**,” and together with Seller, the “**Parties**,” and each, a “**Party**”).

1. Conveyance. In consideration of the covenants and agreements set forth herein and of the payment to Seller as agreed by the Parties of \$10,000.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer all of its right, title, and interest in and to the Equipment described on Exhibit A attached to and made a part of this Bill of Sale (the “**Equipment**”).

2. Representations and Warranties. Seller and Buyer agree that **THE EQUIPMENT IS SOLD BY SELLER AND PURCHASED BY BUYER “AS IS, WHERE IS” AND WITH ALL FAULTS AND SELLER MAKES NO AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES, BY ACCEPTING THIS BILL OF SALE, THAT BUYER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER OR ANY OTHER PERSON ON SELLER’S BEHALF.**

3. Further Assurances. Each Party shall from time to time at the other Party’s request furnish the other Party such further information or assurances, execute and deliver such additional documents and instruments, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Bill of Sale and give effect to the transactions contemplated hereby.

4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the date first written above.

SELLER:

CASH CLOUD, INC.

By: _____
Name:
Title:

BUYER:

PowerCoin, LLC

By: Austin Haller
Name: Austin Haller
Title: Chief Executive Officer

EXHIBIT A**DESCRIPTION OF THE EQUIPMENT**

Equipment Type	Manufacturer	Spec	CC ID	Serial Number	Notes	Quantity
Laptop	Dell	Latitude 7490	001023	8XL8WT2	Should include power pack.	1
Laptop	Dell	Latitude 7490	001024	BFSHPQ2	Should include power pack.	1
Laptop	Dell	Latitude 7490	001049	3HYGTQ2	Should include power pack.	1
Laptop	Dell	Latitude 7480	Any	Any	Should include power pack. Replacements for defective current employees and new CS team.	15
Docking Station	Dell	D3100	Any	Any	For new workspace - 13 desks. Should include power pack.	13
Mouse	Any	Bluetooth	Any	Any	For new workspace.	15
Keyboard	Any	Bluetooth or Corded	Any	Any	For new workspace.	15
Monitor	Dell	27"	Any	Any	For new workspace - 15 desks X 2 each.	30
Laptop	Apple	Macbook Pro - 14"	001034	VRWV0VHTPX	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000292	C02F15HLQ05P	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000947	C02GJ1X1ML85	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000948	C02GJ1XAML85	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 14"	001052	X5XC6WMFHM	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000823	C02G22VHML85	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 14"	000990	TVMHJ0MXM2	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000581	C02F644VML85	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 13"	000589	C02FL16FQ05Q	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 14"	001033	VWVG37KGG	Assume NOT Apple ID Locked	1
Laptop	Apple	Macbook Pro - 14"	001035	L3K9160KQ1	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001060	DNPFHD850D82	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	000988	D9WW7M27GT	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	000992	D7Y076JT9H	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001001	WF0Q6P0XNW	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001002	M7JKCXLJ0J	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001004	C1693C24M2	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001006	DRJ7FHYGGX	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone 12	001008	Q9GG72GYJ0	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone XS	000560	F17Z593PKPFP	Assume NOT Apple ID Locked	1
Phone	Apple	iPhone SE	Any	Any	Assume NOT Apple ID Locked	5
3D Printers	Unknown	3D Printers			Unknown condition	3
Toolbox	Unknown	Toolbox			Unknown contents	1
Television	Samsung	Flat Screen			May not be good - damaged?	1
Printer	Brother	Accounting Room			Accounting Room	1

Employee	Type	Manufacturer	CC ID	Condition
Kim	Desktop	Dell	000939	Good
Kim	Monitor	Dell	000480	Good
Kim	Monitor	Dell	000516	Good
Kim	Laptop	HP	001048	Slow
Kim	Monitor	Spectre	000504	Good
Kim	Monitor	Spectre	000247	Good
Kim	Docking Station	Dell	000998	Good
Lareigh	Laptop	Dell	000713	Battery bad/Slow
Lareigh	Monitor	Dell	000669	Good

Lareigh	Monitor	Dell	000210	Good
Lareigh	Keyboard		NA	Good
Lareigh	Mouse		NA	Good
Lareigh	Monitor	Dell	000335	Good
Lareigh	Monitor	Dell	000771	Good
Lareigh	Docking station	Dell	000119	Good
Lareigh	Headset	Logitech	NA	Good
Tina	Laptop	Dell	000986	Crashes and battery bad
Tina	Monitor	Dell	000994	Good
Tina	Monitor	Dell	000664	Good
Tina	Keyboard			Good
Tina	Mouse			Good
Tina	Docking Station	Dell	001018	Good
Tina	Monitor	Dell	000483	Good
Tina	Monitor	Dell	000769	Good
Tina	Docking Station	Dell	001020	Good
Grant	Laptop	Dell	000829	Good
Matt Lit	Laptop	Dell	001057	Good
Matt Lit	Monitor	Dell	000323	Good
Matt Lit	Monitor	Dell	000672	Good
Matt Lit	Mouse	Logitech		Good
Matt Lit	Keyboard	Logitech		Good
Matt Lit	Docking Station	Dell	000819	Good
MT	Laptop	Dell	000587	Good
MT	Monitor	Spectre	000356	Good
MT	Monitor	Spectre	000282	Good
MT	Mouse	BT		Good
Adrian	Desktop	Dell	000464	Good
Adrian	Monitor	Sceptre	000362	Good
Adrian	Keyboard			Good
Adrian	Laptop	Dell	000585	Good
Tiffany	Laptop	Dell	000891	Good
Tiffany	Monitor	Sceptre	000244	Good